## Case 16-34616-JKS Doc 12-2 Filed 01/31/17 Entered 01/31/17 15:29:15 Desc Certification Page 1 of 4

# UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

1	n	re.	

Chapter 7

Christine Crandon and Vincent J.

Bky. No. 16-34616

Crandon, Debtor(s)

STATE OF TEXAS

) ss.

COUNTY OF TARRANT

**AFFIDAVIT** 

I, Vernor Co San Chez, a bankruptcy specialist of Daimler Trust, declare under penalty of perjury that I have personal knowledge of the information set forth below, which is true and correct to the best of my knowledge, information, and belief.

- 1. This affidavit is based on the lease payment records of Daimler Trust as of January 23, 2017. These records are regularly maintained in the course of business and it is the regular practice to make and maintain these records. These records reflect the lease payments that are noted in the records at the time of receipt by persons whose regular duties include recording this information. I maintain these records and regularly use and rely upon them in the performance of my duties.
- 2. Daimler Trust owns the following (the "Vehicle"): 2013 Mercedes- Benz E350, VIN: WDDKK5KF5DF186869.
  - 3. \$49,130.25 is the outstanding balance under the lease.
  - 4. \$49,130.25 is the amount of the existing delinquency under the lease.
  - 5. \$29,925.00 is the fair market value of the Vehicle.
  - No appropriate insurance has been verified.

Further your affiant sayeth not.

Date:

January 24, 2017

Ulnonice Samor

Subscribed and sworn to before me on

January 24, 2017.

Bankruptcy Specialist

Daimler Trust

Notary

JENNIFER MONTIEL
Notary Public. State of Texas
My Commission Expires
August 22, 2018

NEW JERSEY	JI: LIII Ca Agreement	uon	Pa	The Fir	st Class Lease	
Dates The date of this lesse is 12,	(03/13		Type of Le	ase Single Payment Lee		
The scheduled term of this is	rase 13 5 mg	orens ("Lease Term")			ie, "Monthly Payments" or "Fi ingle Lease Payment" through:	
Parties	e enos s 12/03/201	CLesse End'	If the Single Payment Lease box is checked stove, "Monthly Paymenta" or "It Monthly Payment" are replaced with the words "Single Lease Payment" through the lease to be word "Shortly or section 8 ; below as delicated Vehicle Information			
Lessor (Dealer) PRESTIG	SE MOTORS, INC.		XX None   Pre-const VIV WDDKK5KF5DF186869			
PARAMUS,	NJ 076	52	2013 MERCE Year Mai	2013 MERCEDES E350A CV 31 Year Made Model Body Style Occurreter reading		
Telephone Number	1 CRANDON			(X) Power XX Automatic Steering Transmission	(X) Power XX Ar Brakes Conditioning	
LOGIOS VINCENT J CRANDON			Prior Use of Val Demonstrator			
	BRITE CIRCLE 0 07430 BERGEN		Optional Factory	Fectory Equipment		
Address of press (no P.O. Box)	pal gange location, if different h	om Lesser's Bling Address	C) Other galease	specify)	ione	
10.00			XX Personal [	d Des Buoness, Commercial, or Agricia	itural Purposes	
Freide Course	The second second second		If no box is shed for personal, fam	est, or if the Personal box is chec by or household purposes	ked, you agree to use the vers	
the Leases and any Co-Lease refers to DAIMLER TRUST or	ee, "we", "us", and "our" ref its successors and sasigns ?	r Yehicle Lesse Agreement or to the Lessor end, after he "Vehicle Turnin Fee" is a lesse the vehicle from us half of Lessor and Assigns	the lease is assigned les to cover the cost	he vehicle described above; "yr to DAIMLER TRUST, or its succ of disposing of the vehicle, come distant provided in the front ar	ou", "your", and "yours" refer easors and assigns; "Assigns tonly referred to as a dispositi	
and conditions contained in	this lesse are made on be	Consumer Leasing	ng Act Disclose	res and the same	THE PERSON NAME OF THE PERSON	
1. Amount Due at	2 Monthly Research		3. Other Charge	s inst part of your Monthly Payment	4. Total of Paymenta	
Lease Signing or Delivery	100 mg 12/03/1:	2	a Vehicle fuer-in not purchase t N/A	fee (r you do the unticle) \$ 595.00	(The amount you will have part by the end of the lesse)	
\$ 5000.00	previous of \$ on the 3RD of or Monthly Payments is \$	33379.20°°°°	c Total	595.00	38047.00	
	ount Due at Lease Signi	ng or Delivery	6. Your monthly	payment is determined a	s shown below:	
First Total Month     includes sales/ii	ease Signing or Deliver ly Psymoni se tiess)	927.20	a Gross Capital vehicle (\$ 67 the lease term	reed Gost: The agreed upon varie 956, 47, ) and any forms you p leuch as service confincts, major ading prior credit or lesse balance	of the say swell shoe. 68725, 47	
Z. Capitalized Cost I 3. Acquisition Fee (I	Reduction	795.00				
4 Sales/Line Taxes		2343.49 N/A	nat trade in all cash you pay th	set Reduction: The amount of an ewince, rebale, honcash credit, o at reduces the Gross Capitalues (	ost -\$ 49.62	
5 Refundable Secur 6 Tate Fees	Hy Deposit	N/A	c Adjusted Capi in calculating y	Mailzed Cost: The amount used our Base Monthly Payment	-3 68675.85	
7 License Fees 8 Registration Fees		N/A 329.50	d Residuel Value	et The value of the vehicle at the er used in calculating your Base and	41231.56	
9 Tire Management		7.50			-5_41231.56	
10 Supplemental Tim 11 Prior Lien or Leas N/A 12	ng Fee e Balance	15 262.69 N/A	The amount ch value through a	and any amortised amounta: arged for the vehicle's decline in some use and for other Ipms less term	27444.29	
N/A DÓC FEE		1 N/A 285.00			1	
14 N/A		-1 N/A		The amount charged in addition to it and any amortized amounts.	-1 5934.91	
ISN/A		-5 N/A 5000.00	g Total of Base I and my amorto	Wonthly Payments: The Deprecia sed amounts plus the Rent Charge	33379.20	
b. How the Amount E	lve at Lease Signing or C		h Lessa Paymen in your lease	for The number of payments	36	
1 Net Trade-in Allow 2 Rebates and nonc	ance	5N/A	Bese Monthly	Payment	-1 927.20	
2 Amount to be paid		- 5 N/A - 5 5000.00	Monthly Sales	/Use Texas	- s <u>N/A</u>	
4N/A		- s N/A - s 5000.00	N/A 1 Total Monthly	Payment	-s N/A 927.20	
7 Farty Termination	Y					
The actual charge will a	depend on when the lease is	terminated. The earlier y	ow end the lease, the	tly. The charge may be up to greater this charge is likely to it if use and for mileage in excess of	AR CARL	
Allowance) for the term of 9. Purchase Option at	d Use. You may be charged fit this lease, of the rate of, if End of Lease Jerry Volce of \$150.00	25per rivio			41221 66	
			e of 1 N/A	the end of the lease term for \$ , plus all official fee	s and taxes. See the Purchase	
10. Other Important Te and delayt charges, insu	rrms. See your lease docume rance, and any security intere	rits for additional informational, if applicable		purchase options, etaintenance re	raponsishines, warrantins, late	
11. Itemization of Gross	Capitalized Cost	67956.47	If the vehicle is n	Pre-owned Vehicle Warra ew, it is covered by a standard		
5 Approved Dealer Installe	ed Equamera	I N/A	manufacturer  If the vehicle is procheck in the corre	e-carred, it is not covered by a	warranty unless indicated by	
e Service Contract		1 N/A N/A	Remander of		on manufacturer	
d Extended Warranty  a Credit Life and/or Credit	t Desability Promisers	s N/A	Pre-owned war	sole warranty from manufacturer ranty from other third-party prov	vder	
	Liceraes, Registration	s N/A		rights we have under any of the event a copy of the indicated war		
g Acquisition Fee in Sales/Use Taxes		s N/A	We lease the ve	NICIE 10 YOU "AS IS". EXCEP ASE, AND UNLESS PROHISIT REPRESENTATIONS, ETHER E OR ANY PART OR ACCESSO TY, OR FITNESS FOR ANY PAR REPRESENTATION ON WARRA	AS EXPRESSLY PROVIDES ED BY LAW, WE MAKE NO	
Other fax (describe) N	/A	t N/A	THE VEHICLE'S	OR ANY PART OR ACCESSO	ORY THEREOF) CONDITION TICULAR PURPOSE AND WI	
Prior Lien or Lesse Balar	CE	5 N/A		REPRESENTATION OR WARRA		
STAR SERVICE	РРН	3 N/A 769.00 P	You are not require Delow to enter into	ed to buy any of the optional ma- this lease, and they are not a fac-	urance or other products listed tot in our credit decision. Thesi	
"N/A		1 N/A	provider By your of terms and cost of	ed to buy any of the optional ma- the lease, and they are not a fac- y products will not be provided etials below, you agree that you the insurance or product, and you	intess you are accepted by the have received a notice of the several to obtain the several	
"N/A		s N/A	or product for the shown may be reta	premium or charge shown A pured by the Lessor (Dealer) These	o wan to open the insulant tion of the premium or charge e coverages are not provided by se coverages, including refunds our coverages are provided in a few received and read	
p Total Gross Capitalized		68725.47	through the provide superate contract,	it pursue of matters related to the The terms and conditions for the which you acknowledge that you!	se coverages, including refunds asir coverages are provided in a Neve received and read	
12. Estimated Official I	Fees and Taxes ou will pay for official fees, i	canse, title and rego-	If the price of the Copytalized Cost, it	ese coverages is also included will be included in the Bear Mon	in the Remization of Gross thly Payments if not, you have	
The lotal estimated amount y tration feet, and takes over to donthly Payment or assossed estimate and the actual total han this estimate. The actual to	te term of your lease, when otherwise is \$ 359 of Official fees and Taxes in	4_68 This is seried	Unless you receive insurance end on t	ges in full upon signing this least written cotification otherwise, the original due date of the last p	credit life and credit disability	
		t depends on the rales the vehicle of the time	Credit Life Provide		Musur and mosts the water	
to lees and taxes are assessed.  3. Mileage Allowance			initial Coverage \$	N/A Franc	sN/A	
he adometer reading in the Vi lumber of miles existing on t Arios") Your Mileage Allowanc he Lease Term and does not it	eficie information section of the vehicle when you entere	this lease provides the if this lease ("Existing	Creat Drast-try			
he Lease Term and does not of Lyour Mileage Allowance or or	rolude the Existing Miles action 8 above is greater than	36,000	Maximum Mo Serve	er SN/AProm	sN/A	
Base Mileage Amount*, you : Admage Allowance determina LLLApse End, except as provide	have chosen to purchase ad tion. If you have purchased ad below, you will be aligned	Scional miles for your additional miles, then or a credit or refund of	☐ Service Agreeme			
per mile for any o mount and your Mileage Allow refund of the vehicle or destro	arused additional miles betweence over the term of the lea-	een the Base Mileage se You will not receive	Coverage a for N	/A_ months or N//	miles, whichever happens first	
The Cases "firm and does not encount the Evering Make.  "Arm of Marga Mineral Control on the Case of Special Trans."  36,000 bases Mineral Control on the Case of Cases the Special Trans. "As a Control on the Special Trans."  "Arm of Cases of Case			Premum or charge:	N/A Lesson/	Co-Lessee Initials	
4. Miseing Records  you do not return the val- tenterance section of this is mount of \$ N/A	ncle's maintenance booklet	s as provided in the	Coverage a forN		miles, whichever happens hist	
			Premium or charge		Collesse Intuit	
Wher Lases Information, MAI	ADDITION.	AL DISCLOSURES RE	69115, 00 <sub>Total</sub>	JERSEY LAW  Cost of Lease: The total cost of of by adding the Amount Oue at L or 82 above) and the amounts in grance), your actual total cost of	the Lease, if you do not default	
te first monthly payment and t ease ferm. Recause this displo	he refundable security deposition is based on certain assu-	I, see #5 above), the total of	Monthly Psyments (as le all costs (such as ins	to 82 above) and the amounts in grance), your actual total cost of	posed on you at the end of the this Linese may differ	
		Notices/S	gnatures GUARANTY		SERVICE MADE	
OTICE TO LESSEE: (1) COUNTY (1) (1)	ARE ENTITLED TO A	COPY OF THIS	The Guaranterist na	med below absolutely and uncom-	Minimally guarantee(s) payment	
ESSEE y algning below, you acknow	riedge that		money owed, guera hable and agree that Guerantorist also as	med below absolutely and uncome under the lease. The maps if should set pay it. All Guaranters, (this gueranty shall not be affecte give to be liable for all feet and of a in enforcing this lease or guera	) shall be junity and severally d by any changes to this lease outs, including attorneys fees	
You have read this entire INCLUDING THE IMPORTA	lesse carefully and agree ant arbitration disclos	to all of its terms, SURES ON THE BACK	that the Legacy most Guarantor(s) has/ha	rain enforcing this lease or given we received a completed copy of	nly this lease and guaranty at the	
<ul> <li>You have received a complete right, title, and interest</li> </ul>	etod copy of this lease; and t in this lease, vehicle and Go	he Lessor may seeign serently to enyone.				
OTICE: THE LESSEE AN	THE LESSOR SHALL FOR ONE BUSINESS D.	BE ENTITLED TO AY BEFORE SIGN-	X	X Guran		
ACTOR VAHICLE E SE	AGREEMENT		Princi Naries	Free No.		
GREEMENT. ESSEE y-gains gleinen, you acknow y-gains gleinen, you acknow This sears is completely for You have need this entire North home med this entire North home med this entire You have received a compa gif right, title, and interest To This LEASE OTTICE: THE LESSEE AN EVIEW THE CONTRACT. ACTOR VAHICLES E SS  VTRCENT CRANCE  VTRCENT CRANCE  VTRCENT CRANCE	N Leave		Address	N/A Access		
*	Total			torder Titles		
Litter's lowner number/State	Smer's lounus num					
ESSOR SIGNATURE AND augment the Lessor (or contract the forms and contract	ASSIGNMENT Darmier Trust is Lesson, through	igh dis attorney-in-fact)	NOTICE SE	RE OTHER SIDE FOR IMPORTA	INT INFORMATION.	
regre of right, title and into el sheet to the titling and into el regrem Agreement	In the rest, which and Que fons of the Retail Installment gred to Marcadas, No. 5	ranty to Darmier Trust, il Contract and Lease cal Services USA 115	THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS LEASE.			
ESSOR SIGNATURE AND  y signing below, the Lessor (or  congta the tames and condition  signing oil inght, little and influent  hypert to the HTPPs and pro- frogram Agreemings and for man  y- Cessor  Lessor	MUSTNESS	MANAGER		The Land Land	need i	
mer had any	la					
		AUTO PAY DEBIT A	UTHORIZATION			
factive on the same date as mind its successors and assigns (	y lasse or retail natalment or "MBFS") to entiate recurring a	préruct ("Agreement"), I (hor lectronic debit entres or eff	eafter "I", "Irve" or "my ect recurring charges t	In heraby authorize Mercodea- be any other commercially accept general under the Agreement I all general many and the Agreement I all your and hereby represent that, by yourself his authorization by left (202, or foll pending an email regula- phocial at in which go all Agree with the infallation of the schedule at to just payment due state, I will at to just payment due state, I will	nz Financial Services USA LLC rd means to the account listed	
here indicated below, or deliver shorteston I authorize the dos	a blank check with this auth- ignated financial institution to	ement under the Agreement. I a ent the information on the check ember and hereby represent that.	pret to provide all information shall be deemed a part of this in the event the bank account			
in the name or ownership diffi- quest by regular meil to MBFS sufopsycance/@deimler.com	erent from mine, I am authori Customer Service Center - Ai This authorization will remai	red to invitate debit entries to ato Pay Department, P.O. Bo n in force until 1 cancel 4 ex	rom that account I ma is 685, Roancke, TX 76 I noted above, MBFC	ly cancel this authorization by (a) 262, or (b) sending an email requirement of all Agrees	sending a written cancellation leating cancellation addressed trent obligations are satisfied	
payment is due on a bank holi symont due date. Retai installi at payment	day or a weekend, if will be de nent contract payments will be	educted on the next business of deducted on the schedule	s day Lease payments d due date until the no	will be deducted on the achedule at to last payment due date, I will	d due date until the last loase receive a separate bill for the	

You agree that you and anyone else that uses the vehicle are kable for any injury, death, or damage arrang out of the use of the motor vehicle, and that we are not liable for any such injury, death or damage.

18. Varieties insurances.

We grant is provide a more resource coverage as induced sizes about 5 in less as 15 million of the sizes of

Est of Lead Option

1. Purchase Option

1. Pur

whether the section has agreen to compare on the competition of the combination of the co

Descriptions — They be confident recover, and any our dark flower of which code yet in the Section of the Secti

the far feature bindures towar with extreme the conJ. Orderful?

J. Orderful?

L. Sept. Section of the control of the contro

## Certification > Page 3 of 4

Create or Manco to Tributo or Vest.

The delication is relicated to the control of the control o

20. Interest on Unpaid Amounts
Tou understand and agree that upon immersion of the lease for any reason, if you not spe you any product you can be presented and agree that upon immersion, do not only any any appoint you over us upon our demandy, you will once us, in addition to the amount unpaid, extered on such amount after any unit rate of 4% (or such feaser nameurs rate as appointed less permits).

A subjection of the Control Montal 

3. A subjection of the Control Montal 

The control Mont

27. Independent content of the content (sees and Auspire New Ausgares New Ausgares New Ausgares New New Ausgares

Assignment was suspected to their Ministers content to the content of the property of the selection for the property of the property of the selection for the selection for the property of th

the motifs, you can figure them as well the relative form.

A. Tassa, Registerina and Tilling

Who spee to sitch, register and course in solder a register or when the approximation of the course of the course of the sitch and the course of the course of

do not also, and we dip the assessment originate (as, by as in the headers at the case in \$1.5. Security) integrated.

You give not a servicely extent, in the casesy personnel by the no. The following, to the contract personnel of the service originate (if concerns of any national service service) and of the service originate (if concerns of any national service) and (if the property of the service) are serviced as any of the following. You will see allowed and (if the property of the service) are serviced as any of the following for the service or first as a similar time of the service of the service or the service or property with service following for (in the service) are proposed with one following the service or service or service or property of the service or service or service or following the service or service or following the following the service or following the se

Important Au bitration Discissors:

32. Authorities

The Control of the Control o

### VEHICLE LOCATION CONSENT

